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MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 2, 2021/2022

UCS2612 CONSUMER LAW

(All Sections / Groups)

29TH APRIL 2022

Reading Time: 9.15am- 9.30am

Answering Time: 9.30am- 12.30pm

(3 Hours 15 Minutes)

INSTRUCTIONS TO STUDENT

1. Students will have fifteen minutes during which they may read the paper and make rough notes ONLY in their question paper. Students then have the remaining THREE HOURS in which to answer the questions.
2. This Question paper consists of 3 pages with 5 Questions only.
3. Attempt **two (2)** questions from **Part A**. Questions **Four** and **Five** are **compulsory**. All questions carry equal marks and the distribution of the marks for each question is given.
4. Please write all your answers in the Answer Booklet provided.

PARTA
ANSWER TWO (2) QUESTIONS

QUESTION 1

Critically analyse the implied guarantees that are applied in a transaction for services. The answer must be supported by relevant authorities.

(Total: 25 marks)

QUESTION 2

Explain the types of defects under product liability and discuss the defences that are available to the seller as stated in **section 72(1) of the Consumer Protection Act 1999**.

(Total: 25 marks)

QUESTION 3

Jack buys a vegetable juicer on 7th November 2021 from Neville Press Juicer Sdn. Bhd. The juicer was priced at RM 1000. After two weeks, he tries to use it but it does not work. He called Neville Press Juicer Sdn. Bhd about the problem and was told to send the vegetable juicer to the headquarters for repair and inspection. Pending parts from India, the vegetable juicer was only repaired and returned to Jack after one month. Jack was happy that he could finally use his vegetable juicer for his daily usage. Just when he thought that the problems had been resolved, he faced another problem.

This time, the vegetable juicer would stop functioning after 10 minutes in use. He called Neville Press Juicer Sdn. Bhd again to have this problem rectified. However, Jack was told that he would have to wait for one month to have it fixed as the parts would have to come from India.

Jack was furious and wanted to get a full refund for the juicer as he felt that the juicer was of low quality. Moreover, Neville Press Juicer Sdn. Bhd failed to provide satisfactory service for the repair and maintenance of the juicer.

Advise Jack.

(Total: 25 marks)
Continued...

PART B (COMPULSORY)
ANSWER ALL QUESTIONS

QUESTION 4

Scott McCall was running low on some grocery items and decides to run out to the supermarket at the mall for a quick shopping spree. While browsing for some shampoo at the supermarket, he comes across a big tv screen promoting AlphaWolf Protein shakes. The advertisement claimed that those who drink this diligently after workouts for a month would be able to get six-pack abs. This statement was followed by a reel of Popeye eating a container of the shake and his biceps tripling in size. Scott picks up two containers of the shake in the enthusiastic hope that he will gain the muscles promised by the advertisement. He then proceeded to make payments at the counter after picking up the rest of his grocery shopping items.

After grocery shopping, he decides to leisurely walk through the mall. He comes by an antique store and finds some limited-edition Moon Wars figurines. The packaging claimed that they were high quality handmade products of Canada. He was even more impressed that he got the figurines for a bargain price since he assumed that handmade Canadian products would cost more. Happy with his purchase, he makes his way to the parking lot.

On the way down, he comes across an advertisement for the new YBox 5000 (gaming device). It was an A3 size poster showing pictures of the YBox with a heading that states 'RM800 cash deposit or your old Ybox 4000 as full deposit'. The YBox was priced at RM 1500 or an instalment payment of RM130 per month for a whole year. Scott was so excited as the price was way below market value and decides to go over to the private retailer's place. However, upon reaching there he was told that the YBoxes were all sold out and was offered instead to look at the new ZBoxes worth RM4000. Despite this, he had a funny feeling, call it wolf instincts if you will, and decides to call the number on the poster he took down earlier. The staff who answered claims that the YBox 5000 is still available and invites him to come take a look at them. Confused and upset, Scott decides to head home instead.

At home he becomes even more upset with the supplier of the Moon Wars figurine, when he notices that only the shoes on the figurines were made in Canada but the rest were made in a Hong Kong factory. A month after these two incidences, he is enraged when he realises, he did not obtain any six pack abs and neither did his biceps triple in size.

Identify the possible claims Scott may make in relation to the **Consumer Protection Act 1999** and advise him as to his rights and possibility of compensation.

(Total: 25 marks)

Continued...

QUESTION 5

“Despite theoretical and interpretative uncertainty of the separate regime of procedural and substantive unfairness, the validity of a contract or a term of a contract can now be challenged by consumers on the ground of procedural unfairness or substantives unfairness, or both.”

[Naemah Amin in *Protecting Consumers Against Unfair Contract Terms in Malaysia: The Consumer Protection (Amendment) Act 2010* (2013)]

Based on the statement above, determine if **Part IIIA of the Consumer Protection Act 1999** offers sufficient protection to consumers. Justify your answer with reference to relevant legal articles, case law and any other relevant material.

(Total: 25 marks)

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